

transmission equipment and facilities, for which Ameritech shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 Virtual Collocation in Virtual Collocation Space. Where AT&T is Virtually Collocated in a space which was initially prepared for Virtual Collocation, AT&T may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case AT&T shall coordinate the construction and rearrangement with Ameritech of its transmission equipment and facilities for which AT&T shall pay Ameritech at the rates set forth at Item VII of the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation.

Collocation shall be made available to AT&T by Ameritech on a basis that is at parity to the priorities that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to AT&T under this Agreement shall be at parity to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.5 Eligible Equipment.

AT&T may Collocate equipment necessary for Interconnection, or access to Ameritech's Network Elements including the following types of equipment:

- (a) OLTM equipment;
- (b) multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier (utilizing transmission capabilities only);
- (f) Data voice equipment; and
- (g) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402.

AT&T may Collocate equipment necessary for Interconnection or access to unbundled Network Elements, which shall include equipment used for signal regeneration (or "hubbing").

Additionally, AT&T shall be permitted to collocate for any purpose, or in any manner or method authorized by the Act, the Commission or the FCC.

12.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from Ameritech or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at Ameritech's Premises.

12.7 Interconnection with other Collocated Carriers.

Upon written request to Ameritech, AT&T shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities so long as (i) AT&T's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) AT&T provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of AT&T and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises. If AT&T Interconnects its network with another collocating Telecommunications Carrier pursuant to this Section 12.7, AT&T shall, in addition to its indemnity obligations set forth in Article XXV, indemnify Ameritech for any Loss arising from AT&T's installation, use, maintenance or removal of such connection with the other collocated Telecommunications Carrier, to the extent caused by the actions or inactions of AT&T.

12.8 Interconnection Points and Cables.

Ameritech shall:

12.8.1 provide AT&T an Interconnection point or points physically accessible by both Ameritech and AT&T, at which the fiber optic cable carrying AT&T's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

12.8.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for AT&T's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.8.3 permit AT&T Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission; and

12.8.4 permit AT&T Physical Collocation of microwave transmission facilities, except where such Collocation is not practical for technical reasons or because of space limitations, in which case Ameritech shall provide Virtual Collocation of such facilities as required where technically feasible.

12.9 Allocation of Collocation Space.

12.9.1 AT&T may reserve Collocation space for its future use in Ameritech's Premises in accordance with the provisions of Schedule 12.9.1. Ameritech shall notify AT&T in writing if another Telecommunications Carrier requests Collocation space that is reserved by AT&T. AT&T shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that AT&T relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of Schedule 12.9.1. Failure of AT&T to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by AT&T to relinquish such space.

12.9.2 Ameritech shall not be required to lease or construct additional space in a Premises to provide AT&T Physical Collocation when existing space in such Premises has been exhausted.

12.9.3 AT&T will provide Ameritech with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in Schedule 12.9.3. Ameritech will attempt to deliver Collocation pursuant to AT&T's forecasts to the extent that Collocation space is then available.

12.10 Security Arrangements. AT&T shall adopt, at the request of Ameritech and at AT&T's sole cost and expense, reasonable security arrangements as designated by Ameritech to separate AT&T's Collocation space from Ameritech's facilities, including the construction of a collocation cage.

12.11 Subcontractor and Vendor Approval. Ameritech shall permit AT&T to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes. In addition, Ameritech shall allow AT&T to have an Ameritech-approved vendor install updates to collocated equipment, including software updates.

12.12 Delivery of Collocated Space.

12.12.1 Ameritech shall provide AT&T with a single point of contact for all inquiries regarding Collocation. AT&T shall request space for Collocation by delivering a written request to Ameritech. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities AT&T will require for such space, (iv) the equipment to be housed in such

space, (v) AT&T's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate AT&T's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (viii) the date on which AT&T intends to initiate service from such space. Ameritech shall notify AT&T in writing within ten (10) Business Days of receiving AT&T's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, Ameritech shall specify in its notice to AT&T when space for Physical Collocation will be made available to AT&T and shall offer to AT&T Virtual Collocation Space in accordance with Section 12.12.3. If intraoffice facilities will not be available for Collocation of initial service within three (3) months of receipt of AT&T's payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of AT&T's request for Virtual Collocation pursuant to Section 12.12.1, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

12.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of AT&T's request, Ameritech shall include in its notice to AT&T (i) the space to be provided and (ii) whether Ameritech can deliver the space to AT&T by the date set forth in Section 12.12.2(c).
- (b) If AT&T's requested Physical Collocation space is available, Ameritech and AT&T shall have an initial walkthrough of such space within ten (10) Business Days after Ameritech's receipt of AT&T's Initial COBO Payment. Ameritech shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses and provide for a parallel installation sequence.
- (c) Ameritech shall deliver to AT&T the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of AT&T's request for Collocation, (ii) ninety (90) days from the receipt of AT&T's Initial COBO Payment (as provided on Schedule 12.12) and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to AT&T such space within the foregoing intervals (such date of delivery referred to as the "Delivery Date").
- (d) Physical Collocation space ordered by AT&T will be made available to AT&T by Ameritech as more fully described in Section 1 of Schedule 12.12.

- (e) If Ameritech does not provide AT&T with its Collocated space by the Delivery Date and such delay is caused directly by Ameritech's actions or its failure to act (and not by an AT&T Delaying Event), AT&T shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) Ameritech may begin billing AT&T for recurring charges for the Collocated space on the date such space is made available to AT&T for occupancy (the "Occupancy Date"). AT&T shall vacate the Collocated space if either (i) AT&T fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (ii) AT&T fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If AT&T is required to vacate the space pursuant to this Section 12.12.2(f), AT&T shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, AT&T still requires Collocation in that Premises, AT&T shall be required to submit a new request for Collocation pursuant to the provisions of Section 12.12.1.
- (g) Physical Collocation will be subject to the additional rules and regulations set forth in Section 2.0 of Schedule 12.12, and AT&T shall pay all costs to provide such Collocation.
- (h) Ameritech shall provide positive confirmation to AT&T when construction of AT&T Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (i) At AT&T's request Ameritech shall provide, within three (3) months after receiving AT&T's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide AT&T with equipment node enclosures within such three (3) month period, Ameritech shall notify AT&T of this fact within ten (10) Business Days from the receipt of AT&T's request. The Parties shall then negotiate a reasonable time frame.
- (j) After completion of construction, AT&T and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from AT&T's original request for

Collocation shall be at Ameritech's expense, subject to any change orders requested by AT&T.

12.12.3 Virtual Collocation.

- (a) If AT&T requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and AT&T elects Virtual Collocation, and such Virtual Collocation is available at the time of AT&T's request, Ameritech shall include in its notice to AT&T described in Section 12.12.1 (i) the space to be provided and (ii) whether Ameritech can deliver the space to AT&T by the date set forth in Section 12.12.3(c).
- (b) Ameritech and AT&T will have an initial walkthrough of the Collocated space to be provided to AT&T for Virtual Collocation on the earlier of (i) ten (10) Business Days of Ameritech's verification of the Virtual Collocation space to be provided to AT&T and (ii) fourteen (14) calendar days after Ameritech's receipt of AT&T's request for Virtual Collocation. Ameritech shall within ten (10) Business Days after such walkthrough provide AT&T with (i) documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses and (ii) a parallel installation sequence.
- (c) Ameritech shall deliver to AT&T the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of AT&T's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to AT&T such space within twelve (12) weeks (such date of delivery referred to as the "Delivery Date") and Ameritech notified AT&T of this fact within ten (10) Business Days from Ameritech's receipt of AT&T's request.
- (d) Virtual Collocation space ordered by AT&T will be made available to AT&T by Ameritech, as more fully described in Section 3 of Schedule 12.12.
- (e) Ameritech shall provide positive confirmation to AT&T when construction of AT&T-collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (f) After completion of construction, AT&T and Ameritech will complete an acceptance walkthrough of all collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough.

Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at Ameritech's expense, subject to any charge orders requested by AT&T.

- (g) Ameritech shall install cross-connects when cross-connecting for thru connect purposes as directed by AT&T at the rates provided at Item VII of the Pricing Schedule.

12.13 Pricing. The prices charged to AT&T for Collocation are set forth at Item VII of the Pricing Schedule.

12.14 Billing. Ameritech shall bill AT&T for Collocation pursuant to the requirements of Article XXVII to this Agreement.

12.15 Common Requirements. The requirements set forth on Schedule 12.15 shall be applicable to both Physical and Virtual Collocation.

12.16 Additional Requirements. The additional requirements set forth on Schedule 12.16 shall be applicable to Physical Collocation.

12.17 Protection of Service and Property.

Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.17.1 Ameritech and AT&T shall restrict access to AT&T equipment, support equipment, systems, tools and data, or spaces which contain or house AT&T equipment enclosures, to AT&T employees and other authorized non-AT&T personnel to the extent necessary to perform their specific job function.

12.17.2 AT&T shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to AT&T.

12.17.3 Ameritech shall allow AT&T periodically to inspect or observe spaces which house or contain AT&T equipment or equipment enclosures and furnish AT&T with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured AT&T space, subject to Section 12.17.2 and Article XX and, in the case of Virtual Collocation, payment by AT&T of the cost of Ameritech escorts.

12.17.4 For Physical Collocation, Ameritech shall furnish to AT&T a current written list of Ameritech's employees who Ameritech authorizes to enter AT&T's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.17.5 Ameritech shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

12.17.6 For Physical Collocation, Ameritech shall limit the keys used in its keying systems for AT&T's specific Physical Collocation space which contain or house AT&T equipment or equipment enclosures to its employees and representatives to emergency access only. AT&T shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that AT&T shall immediately provide Ameritech with such new keys.

12.17.7 Ameritech shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

12.18 Standards of Performance. Ameritech shall provide Collocation to AT&T in accordance with the service levels, procedures and intervals, if any, agreed upon by the Implementation Team as provided in Section 18.6.

ARTICLE XIII NUMBER PORTABILITY – SECTION 251(b)(2).

13.1 Provision of Local Number Portability.

Each Party shall provide to the other Party, to the extent technically feasible, Local Number Portability in accordance with the requirements of the Act. To the extent technically feasible, Local Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

13.2 Interim Number Portability ("INP").

The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("RCF"), Direct Inward Dialing ("DID") or through NXX Migration; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Wire Center.

13.3 Remote Call Forwarding ("RCF").

13.3.1 If a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such a Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously

received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of Section 10.11.1 and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call which had originated on Party A's network.

13.3.2 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID arrangements. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party A shall provide to Party B the Electronic Message Record ("EMR") containing detailed records associated with the calls reflected on the billing statement, as generated by the Ameritech Electronic Billing System ("AEBS").

13.3.3 Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

13.3.4 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF, or DID arrangement pursuant to the Customer's instructions at that time.

13.3.5 For ported numbers using RCF, AT&T shall provide in the 9-1-1 information AT&T provides to Ameritech under this Agreement both the ported number and AT&T's RCF number if AT&T has provided such RCF number to Ameritech. Ameritech shall include such information, if provided by AT&T, in the PSAP database to the extent that the database is capable of storing both numbers.

13.4 Direct Inward Dialing. DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct

facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Wire Center or from separate trunk groups within the same Wire Center, such service provided from each Wire Center or each trunk group within the same Wire Center shall be considered a separate service.

13.5 NXX Migration. Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another. In the interim period, prior to the effective date of LERG reassignment, the existing method of INP will be used.

13.6 Other Interim Number Portability Provisions.

13.6.1 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

13.6.2 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

13.6.3 Neither Party shall be required to provide Number Portability for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services and coin telephone numbers) under this Agreement.

13.6.4 Ameritech and AT&T will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

13.7 Compensation on Traffic to INP'ed Numbers. The Parties agree that, under INP, transport and terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 13.7, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

13.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in Section 13.7.3 in lieu of any other compensation charges for terminating such traffic.

13.7.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) intrastate FGD charges ("Intra Traffic"), or (iii) interstate FGD charges ("Inter Traffic"). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6)-month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this Section 13.7.2.

13.7.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth at Item II of the Pricing Schedule) plus (Intra Traffic percentage times the Receiving Party's effective intrastate FGD rates) plus (Inter Traffic percentage times the Receiving Party's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

13.8 Pricing For Interim Number Portability. Each Party shall comply with the methodology (including recordkeeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim

Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability. Until such time as the Commission establishes such methodology, the Parties shall bill each other for INP consistent with existing tariffs and Commission orders.

13.9 Permanent Number Portability. The Parties shall migrate from RCF or DID to Permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC. The Parties shall provide Permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

13.10 Other INP Methods.

Other methods of providing INP, to the extent technically feasible, may be provided pursuant to a Bona Fide Request.

ARTICLE XIV

DIALING PARITY – SECTIONS 251(b)(3) and 271(e)(2)(B)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act.

ARTICLE XV

DIRECTORY LISTINGS – SECTION 251(b)(3)

15.1 Directory Listings. Ameritech shall cause the Publisher to include Primary Listings of AT&T's Customers ("AT&T Directory Customers") in its White Pages Directories under the following terms and conditions:

15.1.1 Publisher will publish the Primary Listing of AT&T Directory Customers located within the geographic scope of Publisher's directories at no charge.

15.1.2 Listings of such AT&T Directory Customers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

15.1.3 Publisher shall provide AT&T with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

15.1.4 Ameritech or its Publisher must receive all Primary Listings of AT&T Directory Customers prior to the service order close date for the directory in which those listings

are to appear. Ameritech or its Publisher will provide AT&T with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.5 Publisher may include, at no charge, Primary Listings of AT&T Directory Customers and provided to Ameritech or its Publisher in other directories published by Publisher or its Affiliate.

15.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations at the same time such information is provided to Ameritech.

15.1.7 Publisher shall include, in the customer information section of each White Pages and Yellow Pages Directory, information about AT&T services, including addresses and telephone numbers for AT&T Customer service. The form and content of such customer information shall be provided by AT&T to Ameritech or its Publisher. The charge, if any, for the listing of such information will be calculated on the same basis as the charges, if any, paid by Ameritech for similar listings.

15.2 Listing and Listing Updates. AT&T will provide AT&T Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

15.2.1 AT&T shall provide its AT&T Directory Customer Listings to Ameritech or its Publisher in a mutually agreeable form and format. AT&T acknowledges that Ameritech or its Publisher may impose a charge for changes to AT&T Directory Customer Listings previously provided by AT&T to Ameritech or its Publisher.

15.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of an AT&T Directory Customer, AT&T shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on AT&T Directory Customers are to be provided to Ameritech and Listing Updates for facilities-based Customers of AT&T shall be provided to Publisher.

15.2.3 AT&T will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of AT&T's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

15.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of AT&T; provided, however, that Publisher or Ameritech will not:

- (a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where AT&T has notified Ameritech to include listing for third party publication.

15.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories for resale Customers of AT&T on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers. Publisher and AT&T may enter into a separate directory services agreement which, among the services provided, would include the delivery of White Page Directories to facilities-based Customers of AT&T.

ARTICLE XVI ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224

16.1 Structure Availability.

16.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, "Structure") owned or controlled by Ameritech for the placement of AT&T's telecommunications equipment and related facilities ("Attachments"). "Poles, ducts and conduits" include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by Ameritech to place telecommunications distribution facilities. "Rights-of-way" are easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property if the property is used for distribution facilities. The availability of Ameritech Structure for AT&T's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 16.19, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which Ameritech owns and controls Structure or interests therein.

16.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI**, "Insufficient Capacity" means the lack of existing available space on or in structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, Ameritech will, in good faith, explore potential accommodations with AT&T. If Ameritech denies a request by AT&T for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide AT&T a detailed, written reason for such denial as soon as practicable but within forty-five (45) days of the date of such request.

16.2 Franchises, Permits and Consents. AT&T shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the Ameritech Structure it uses. AT&T shall indemnify Ameritech against loss directly resulting from any actual lack of AT&T's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

16.3 Access and Modifications. Where necessary to accommodate a request for access of AT&T, and provided Ameritech has not denied access as described in **Section 16.1.2**, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of AT&T. Ameritech may permit AT&T to conduct Field Survey Work and Make Ready Work itself or through its own contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame.

16.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate AT&T, may at Ameritech's option, include modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

16.3.2 If AT&T requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech shall not be required to construct new poles, conduits or ducts, or to bury cable for AT&T but will be required to make the Right-of-way available to AT&T to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if Ameritech desires to extend its own Attachments, Ameritech will construct Structure to accommodate AT&T's Attachments.

16.3.3 The costs of modifying a Structure to accommodate AT&T's request, the requests of another attaching party or the needs of Ameritech shall be borne by AT&T, the other requesting party or Ameritech, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including

Ameritech, with a pre-existing Attachment to the Structure to be modified to accommodate AT&T shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including Ameritech, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or Ameritech with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party. If an attaching party, including Ameritech, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. AT&T and other parties, including Ameritech, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure. Any necessary procedures with respect to a Party's recovery of its proportionate share of the value of any modifications shall be as prescribed by the Implementation Team.

16.4 Installation and Maintenance Responsibility. AT&T shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by Ameritech or by other attaching parties. Work performed by AT&T on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location on the Structure where AT&T's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. AT&T shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, AT&T shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. AT&T shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

16.5 Installation and Maintenance Standards. AT&T's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

16.6 Implementation Team. The Implementation Team to be formed pursuant to Article XVIII shall develop cooperative procedures for implementing the terms of this Article XVI and to set out such procedures in the Implementation Plan. The Parties, through the Implementation Team, shall develop mutually agreeable intervals for completion of process steps in providing AT&T access to Ameritech's Structure and appropriate penalties for failure to timely complete process steps for which fixed intervals or negotiated intervals have been

assigned. Ameritech will provide AT&T with access to information regarding the provision of access to Ameritech's Structure which will be sufficient for AT&T to verify that Ameritech is providing AT&T with access to its Structure that is comparable to that provided by Ameritech to itself, its subsidiaries, Affiliates and other persons requesting access to Ameritech's Structure.

16.7 Access Requests. Any request by AT&T for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Leasing Coordinator. Ameritech may prescribe a reasonable process for orderly administration of such requests. AT&T's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access.

16.8 Unused Space. Excepting maintenance ducts as provided in Section 16.9 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of AT&T, Ameritech or other providers of Telecommunications Services or cable television systems. AT&T may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on Ameritech Structure for the future need of Ameritech nor permit any other person to reserve such space. Notwithstanding the foregoing, AT&T may provide Ameritech with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.9 Maintenance Ducts. One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to AT&T for maintenance purposes if it has a corresponding Attachment.

16.10 Applicability. The provisions of this Agreement shall apply to all Ameritech Structure now occupied by AT&T except for structures covered in the provisions of AT&T - Ameritech Easement or Condominium Agreements listed in Schedule 16.10.

16.11 Other Arrangements. AT&T's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

16.12 Cost of Certain Modifications. If Ameritech is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. However, if such alteration is required solely due to Ameritech's negligence in originally installing the structure, Ameritech shall be responsible for AT&T's expenses.

16.13 Maps and Records. Ameritech will provide AT&T, at AT&T's request and expense, with access to and copies of maps, records and additional information relating to its Structure; provided that Ameritech may redact any proprietary information (of Ameritech or third parties) contained or reflected in any such maps, records or additional information before providing such information to AT&T. Upon request, Ameritech will meet with AT&T to clarify

matters relating to maps, records or additional information. Ameritech does not warrant the accuracy or completeness of information on any maps or records.

16.14 AT&T Access. AT&T shall provide Ameritech with notice before entering any Ameritech Structure.

16.15 Occupancy Permit. AT&T occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if AT&T's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if AT&T has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified AT&T that such Structure is available for AT&T's Attachments, (c) if AT&T ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if AT&T fails to comply with a material term or condition of this Article XVI and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which AT&T has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which AT&T has Attachments, Ameritech shall (i) provide AT&T notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require AT&T to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide AT&T with at least sixty (60) days' written notice prior to (x) terminating a permit or service to an AT&T Attachment or removal thereof for a breach of the provisions of this Article XVI, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which AT&T has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If AT&T surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring AT&T to so surrender such permit, Ameritech shall remove AT&T's Attachments at AT&T's expense.

16.16 Inspections. Ameritech may make periodic inspections of any part of the Attachments of AT&T located on Ameritech Structures. Where reasonably practicable to do so, Ameritech shall provide prior written notice to AT&T of such inspections.

16.17 Damage to Attachments. Both AT&T and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which AT&T obtains access hereunder. Subject to the limitations in Article XXVI, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.18 Charges. Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, Ameritech's charges for Structure will be those of the lowest existing contract available to an attaching party in the State of Michigan,

including any Affiliate of Ameritech. A deposit shall be required for map preparation, make-ready surveys and Make-Ready Work.

16.19 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure shall be provided to AT&T on a basis that is nondiscriminatory to that which Ameritech provides to itself, its Affiliates, Customers, or any other person.

16.20 Interconnection.

16.20.1 Upon request by AT&T, Ameritech will permit the interconnection of ducts or conduits owned by AT&T in Ameritech manholes.

16.20.2 Except where required herein, requests by AT&T for interconnection of AT&T's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on Ameritech Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Article XVI for and reasons of insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to AT&T's request within forty-five (45) days of Ameritech's receipt of such request.

16.20.3 AT&T shall be responsible for the costs of any Make-Ready Work required to accommodate any interconnection pursuant to Section 16.20.

16.21 Cost Imputation. Ameritech will impute costs consistent with the rules under Section 224(g) of the Act.

16.22 Structure Leasing Coordinator. Requests for access to Ameritech Structure shall be made through Ameritech's Structure Leasing Coordinator, who shall be AT&T's single point of contact for all matters relating to AT&T's access to Ameritech's Structure. The Structure Leasing Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure.

16.23 State Regulation. The terms and conditions in this Article XVI shall be modified through negotiation between the Parties to comply with the regulations of the state in which Ameritech owns or controls Structure to which AT&T seeks access if such state meets the requirements of Section 224(c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224(c) of the Act and the applicable FCC rules pertaining hereto. Until the terms and conditions of this Article XVI are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

16.24 Abandonments, Sales or Dispositions. Ameritech shall notify AT&T of the proposed abandonment, sale, or other intended disposition of any Structure. In the event of a

sale or other disposition of the conduit system or pole, Ameritech shall condition the sale or other disposition subject to the rights granted to AT&T.

16.25 Standards of Performance. Ameritech shall provide Structure to AT&T in accordance with the service levels, procedures and intervals, if any, agreed upon by the Implementation Team as provided in Section 18.6.

ARTICLE XVII REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to AT&T, or from AT&T to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for the period specified in Michigan Administrative Rule 484.134. However, if either Party provides Referral Announcements for a period longer than the above period when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

ARTICLE XVIII IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

18.1 Implementation Team. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party's obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, not more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives on the Implementation Team by delivering written notice thereof to the other Party. The processes described in this Article XVIII and agreement reached by the Parties in the Implementation Plan shall not (i) relieve either Party of its obligations to perform any duties under this Agreement, the Act or any obligation which must be performed by January 1, 1997 as imposed by the FCC or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

18.2 Implementation Plan. Within ninety (90) days after the Effective Date, the Implementation Team shall reach agreements on items to be included in an operations manual (the "Implementation Plan"), which shall include (i) processes, and procedures, and milestone agreements reached by the Implementation Team, (ii) documentation of the various items described in this Agreement which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

- (1) A Plan as provided in Section 8.1;
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Procedures that specify the requisite time period(s) in which Ameritech shall give AT&T notice and the applicable information and specifications regarding any changes to interfaces of the OSS functions;
- (4) Escalation procedures for provisioning and maintenance;
- (5) Single points of contact for provisioning and maintenance;
- (6) Service ordering and provisioning procedures, including provision of the trunks and facilities;
- (7) Provisioning and maintenance support;
- (8) Conditioning of Collocation spaces and maintenance of Virtually Collocated equipment;
- (9) Procedures and processes for Directories and Directory Listings;
- (10) Service referral procedures, including procedures for handling misdirected inquiries and calls and procedures for handling out-of-service or irate Customers;
- (11) Training;
- (12) Billing, including measurements, rating and validation process;
- (13) Network planning components, including system architecture, planning SONET equipment configuration, fiber hand-off, test and acceptance of SONET ring, trunking, signaling, and augment process;
- (14) Joint systems readiness and operational readiness plans; and
- (15) Guidelines for administering access to Rights-of-way, poles and conduits of Ameritech.

Subject to the terms and conditions of this Agreement (including Section 19.5), the Implementation Plan will ensure that no later than the end of Contract Month 6, the operational interfaces will be capable of supporting all classes and complexities of orders for Network Elements and Resale Services and all Network Elements and Resale Services are available to order, at all required volume levels.

18.3 Action of Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

18.4 Further Coordination and Performance. Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties through their representatives on the Implementation Team or such other appropriate representatives will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

18.5 Operational Review. Representatives of AT&T and Ameritech will meet on a quarterly basis, beginning with the end of the first quarter of 1997, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

- (a) Interfaces and processes are operational and the agreed-upon numbers of AT&T Customers for residential and business Resale Services are successfully completed per day;
- (b) Interfaces and processes are operational and the agreed-upon numbers of orders for Combinations are successfully completed per day;
- (c) When applicable, Interfaces and processes are operational and the agreed-upon numbers of orders for unbundled Loops are successfully completed per day;

- (d) Review of all agreed-upon performance standards; and
- (e) The accuracy rate for bills for wholesale bill validation process.

18.6 Additional Duties of Implementation Team. In addition to its responsibilities under Section 18.2, the Implementation Team shall meet in the fourth Contract Month after Ameritech first:

- (1) Provides AT&T unbundled Network Elements (or any Combination thereof) hereunder, to determine if any additional Network Element Performance Activities are required to assess Ameritech's performance under Section 9.10;
- (2) Delivers Collocated Space to AT&T hereunder, to determine if any service levels, procedures or intervals are required to assess Ameritech's provision of Collocation under Sections 12.4 and 12.12 and the applicable remedies, if any, for Ameritech's failure to perform with any of the foregoing service levels, procedures and intervals; and
- (3) Provides AT&T access to Ameritech Structure hereunder, to determine if any service levels, procedures or intervals are required to assess Ameritech's provision of Structure under Sections 16.6 and 16.19 and the applicable remedies, if any, for Ameritech's failure to perform with any of the foregoing service levels, procedures and intervals.

If the Implementation Team is unable to agree upon any of the foregoing service levels, procedures or intervals or applicable remedies (or whether any such service levels, procedures, intervals or remedies are necessary), such failure to agree shall be resolved in accordance with the procedures established in Section 28.3.

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Compliance with Implementation Schedule. Each of Ameritech and AT&T shall use its best efforts to comply with the Implementation Schedule.

19.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees ("Applicable Laws") that relate to its obligations under this Agreement.

19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with

the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 Environmental Hazards. Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

19.5 Forecasting Requirements.

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and volume requirements for the Interconnection, and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.2 shall be deemed "Proprietary Information" under Article XX.

19.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by Section 19.5.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.3 shall be deemed "Proprietary Information" under Article XX.

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.5.1, 19.5.2 and, if applicable, 19.5.3. The Parties

are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Traffic Management and Network Harm.

19.7.1 Each Party may use protective network traffic management controls, such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

19.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

19.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

19.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

19.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.